

# **EXHIBIT D**

**LITTLER MENDELSON**  
A PROFESSIONAL CORPORATION

July 12, 2005

Ronald J. Holland  
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**VIA FACSIMILE AND U.S. MAIL**

Mr. Efrén Alarcon  
Business Agent  
ILWU Local 6  
99 Hegenberger Road  
Oakland, CA 94621

Re: Waste Management of Alameda County - No Strike/No Lockout Letter of Understanding

Dear Efrén:

As we agreed, I write to confirm and memorialize the parties' letter of understanding with respect to the no strike/no lockout language contained in Section 12 of the proposed collective bargaining agreement between recycle sorters, material handlers and recycling equipment operators of Waste Management of Alameda County ("WMAC" or "the Company") and Recycle America Alliance Inc. and the ILWU Local 6; Section 25 of the proposed collective bargaining agreement between WMAC Clerical Employees and the ILWU Local 6; and Section 11 of the proposed collective bargaining agreement between WMAC's heavy equipment operators, collectors, utility operators, site maintenance employees and the ILWU Local 6.

The Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties or to reject promotions without justifiable, personal reasons. The parties interpret the above language to prohibit sympathy strikes (e.g., any strike or picket line that is illegal, not primary, or unsanctioned). However, the parties have agreed that the current language permits employees in each respective bargaining unit to refuse to cross a lawful primary picket line at the employees' respective work premises if it is sanctioned by the Central Labor Council or the appropriate Labor Body, and ILWU Local 6.

By way of example, according to the parties' agreements, if another ILWU Local struck at a Waste Management facility located in another geographical area, the employees covered by the above agreements could not refuse to work unless a legal and sanctioned primary picket line were established at their respective work premises.

THE NATIONAL EMPLOYMENT & LABOR LAW FIRM  
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If you agree that I have correctly memorialized the parties' understanding, please confirm in writing immediately. With your confirmation of the above understanding, we are willing to withdraw the proposed changes to the no-strike language in each of the above negotiations. If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

  
Ronald J. Holland

RJH:lmf

#### ACKNOWLEDGEMENT

ILWU Local 6 hereby agrees to the above-referenced interpretation of the no strike/no lockout language in the parties' collective bargaining agreements.

  
EFREN ALARCON  
ILWU Local 6

7/12/05  
Date